



B & C EQUIPMENT COMPANY  
20320 - 80th Ave. S.  
Kent, WA 98032  
(206) 872-8890 (FAX) 206-872-8987

FACSIMILE COVER LETTER

DATE: 11-28-90

TIME: 10:55

PLEASE TRANSMIT THE FOLLOWING PAGES TO:

NAME: BILL TROY - PRPS.

LOCATION: ALASKA MARINE

FAX NUMBER: 243-8415

TELEPHONE NUMBER: \_\_\_\_\_

REGARDING: TANK REMOVALS - LYNDEN INC.

FROM: BOB SHAFFER  
B & C EQUIPMENT CO.

WE ARE TRANSMITTING 5 PAGES ( INCLUDING THIS COVER LETTER ).  
IF TRANSMISSION IS NOT COMPLETE, PLEASE CALL (206) 872-8890.

COMMENTS:

PER REQUEST OF BOB STRONG  
PLEASE SIGN AND FAX BACK  
MARK DECISION ON PROPOSAL  
OR T; M.

**B & C EQUIPMENT CO**

SERVICE STATION & RELATED  
EQUIPMENT - SALES & SERVICE

19009 16TH AVE. S. SEATTLE, WA 98188 (206) 433-1015 FAX (206) 248-2531

May 7, 1990

LYNDEN INCORPORATED  
18000 Pac. Hwy. S.  
Seattle, WA 98188

ATTN: Bob Strong

RE: Tank removal proposal dated 2/2/90. (ADDENDUM)

LOCATIONS: 5615 W. Marginal Way, Seattle, WA  
7100 Second Ave. SW., Seattle, WA

Dear Bob:

Thank you for the meeting this morning indicating you were going ahead with the tank removals at the two referenced locations. To answer your questions, we are proposing the following:

1. Yes, the totals for both Phase I and Phase II are still in force.
2. I am sending you a copy of the DOE notification. You must realize there is a mandatory 30 day waiting period from this date.
3. With respect to your request for working around the heavy schedules on Tuesday, Thursday, and Friday, I am attaching our posted rate sheet which indicates the overtime rates.
4. As mentioned in our meeting, you may want to consider doing these jobs on a time and material basis, as it would probably save you money in the long run and eliminate a lot of time spent on securing change orders for additional labor.

Additionally, we would be issuing credit for soil sample taking that would be handled by your environmental agency.

LYNDEN INCORPORATED

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5. Lastly, we have no problem in working with an enviromental agency of your choice. We have done this in the past with many of the larger agencies in Seattle, and have received good cooperation in most instances.

If you have further questions, please call.

Respectfully,

B & C EQUIPMENT COMPANY



Stephen P. Coughlin  
General Mgr.

: bjm

( Continued -- Conditional Clauses & Terms on page #3 )

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PAGE #3

## NOTE: CONDITIONAL CLAUSES

1. CONTAMINATION CLAUSE -- If contamination is encountered, B & C shall stop work and notify the owner or owner's representative. At that time, DOE should be notified. Upon approval from the owner and DOE, B & C shall proceed with the necessary procedures to meet all DOE and EPA rules and regulations. This work shall be performed on a time and material basis per B & C's rate sheet, available on request.
2. ROCK AND WATER CLAUSE -- If rock, water, trash, concrete, electrical, sewer or water lines, etc., are present which interfere with normal excavation, an extra charge of time and material will be made.

## NOTE: TERMS

Job to be billed monthly until completion. Changes and extras, if any, to be billed on a monthly basis. Payment due within thirty (30) days from date of invoice. Accounts out of terms will be charged a monthly finance charge of 1.5%, 18% annual from the date of invoice.

As disposal fees for contaminated product have skyrocketed, all disposal fees will be borne by the customer, if remedial action is necessary. Contractor will bill customer for reimbursement of said fees on a current basis, payable within five (5) days from the date of the invoice.

When signed, this proposal shall be binding. In the event that you reduce the scale of the work, modify the work in any way, or request that B & C release you from any or all of your obligations to B & C under the contract, then you shall pay B & C all of B & C's costs of research, estimating, drafting, engineering, architectural, environmental, consulting and other costs of preparation incurred on your behalf, including work in the preparation of this proposal. You will be invoiced for the work, and payment shall be made as provided above.

Quoted price may be withdrawn if not accepted within 30 days. The undersigned acknowledges receipt of the Labor and Industries Disclosure Statement.

## Terms

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

- ☐ ALL WORK TO BE PERFORMED AS STATE IN PROPOSAL DATED February 2, 1990  
☐ ALL WORK TO BE PERFORMED ON TIME AND MATERIAL BASIS AS ADDENDUM DATED May 7, 1990.

## MODEL DISCLOSURE STATEMENT

### NOTICE TO CUSTOMER

This contractor, B & C EQUIPMENT is registered with the State of Washington. Registration No. BCEQU\*\*243B3, as a general contractor and has posted with the state a bond or cash deposit of \$6,000 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. The expiration date of this contractor's registration is 9-1-91. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or sub contractor on your job, your property may be liened to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the Department of Labor and Industries.